

UNITED STATES DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE

UNITED STATES OF AMERICA

v.

Cr. No.

KURT D. SANBORN

INFORMATION

The United States Attorney charges:

1. From in and around January 2003, to in and around February 2004, in the District of New Hampshire and elsewhere, the defendant,

KURT D. SANBORN,

knowingly devised and intended to devise a scheme and artifice to obtain money by means of false and fraudulent pretenses, representations and promises; and in furtherance thereof, transmitted and caused to be transmitted in interstate commerce, by means of wire communication certain signs, signals and sounds, in violation of 18 U.S.C. § 1343.

2. In 2002, the owner of Diamond Action, Inc. ("DAI"), was given authority to construct a ball park for a professional minor league baseball team in Manchester, New Hampshire.

3. DAI's owner hired the defendant, **KURT SANBORN**, d/b/a Sanborn Group, Inc. ("SGI"), to, among other things, collect invoices from contractors who participated in the construction of the ball park.

4. The invoices were paid by checks that were issued from bank accounts to which money devoted to the construction of the ball park was deposited. The checks were given to **SANBORN**, who deposited them to a bank account he established for SGI at Enterprise Bank ("SGI's account").

5. While performing those duties, **SANBORN** stole \$119,500 when he submitted invoices to DAI's owner from two fictitious contractors, Environmental Solutions and CS Drilling; deposited the checks that were issued to pay those invoices to SGI's account; and used the proceeds from the deposits for his personal benefit.

6. **SANBORN** stole an additional \$164,600 when he submitted counterfeit invoices to DAI's owner from two contractors, Derry Engineering and TF Moran, for services that were not performed; deposited the checks that were issued to pay those invoices to the SGI account; and used the proceeds from the deposits for his personal benefit.

7. **SANBORN** also stole \$9,450 when he submitted a legitimate \$53,450 invoice to DAI's owner from a contractor, Kimball Chase; deposited the check that was issued to pay that invoice to SGI's account; issued a check in the amount \$44,000 to Kimball Chase; and used the remaining funds for his personal benefit.

8. In 2004, DAI's owner hired a law firm to determine whether money that belonged to Diamond Action, Inc., had been misused. During the investigation, the law firm asked **SANBORN** to provide

documentation to prove he made the following payments on behalf of Diamond Action, Inc.:

<u>Payee</u>	<u>Amount of Payment</u>
Environmental Solutions	\$24,665.00
Environmental Solutions	\$8,655.00
Derry Engineering	\$13,600.00
Kimball-Chase	\$54,000.07
Harvey Construction	\$11,081.90

9. **SANBORN** responded to that inquiry on or about February 20, 2004, by causing copies of the following fraudulent checks (i.e., checks that were altered by **SANBORN** to make them appear to be legitimate, but which were not delivered to the payees) to be sent by facsimile from his office in Rhode Island to the law firm's office in New Hampshire:

<u>Date of Check</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount of Check</u>
03/20/03	1430	Environmental Solutions	\$24,665.00
05/09/03	1496	Derry Engineering	\$13,600.00
05/09/03	1497	Environmental Solutions	\$8,665.00
08/08/08	1877	Kimball-Chase	\$54,000.00

All in violation of Title 18, United States Code, Section 1343.

Thomas P. Colantuono
United States Attorney

September 30, 2008

By: /s/ Robert M. Kinsella
Robert M. Kinsella
Assistant U.S. Attorney